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OXG-8459
Copy 1 of 5

Task Order No. 5
Amendment No. 9
Contract [redacted]
File No. [redacted]

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19 APR 1965

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Attention: [redacted]

Gentlemen:

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1. This document constitutes Amendment No. 9 to Task Order No. 5 issued under Contract No. [redacted] between [redacted] and the United States of America.

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2. Pursuant to the provisions of Clause 2, CHANGES, of Contract No. [redacted] and mutual agreement between the parties hereto, it is in the interest of the Government to amend the Task Order as follows:

(a) REVISION NO. 3 to the schedule, attached hereto, is incorporated into and made a part of this Task Order No. 5.

(b) Paragraph 3, ESTIMATED COST AND FIXED FEE, of Task Order No. 5, as amended, is deleted and the following paragraph is substituted therefor:

"3. ESTIMATED COST AND FIXED FEE

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a. The estimated cost of the performance of this Task Order, exclusive of the fixed-fee, is [redacted] Cost in excess of this amount shall not be incurred without the prior written authorization of the Contracting Officer.

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b. The fixed-fee for the performance of this Task Order shall be [redacted]

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c. Notwithstanding the foregoing and in accordance with the provisions of PART IV - LIMITATION OF GOVERNMENT'S OBLIGATION, of the Schedule, there has been allotted to this Task Order the sum of [redacted] for performance hereunder through 30 June 1965."

(c) Paragraph 4 of Task Order No. 5 as amended by Amendment No. 8 is deleted and the following paragraph is substituted therefor:

"4. The period of performance of this Task Order No. 5 shall commence on 1 October 1960 and shall expire on 30 June 1965."

3. All other terms and conditions of Task Order No. 5, as amended, remain unchanged.

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4. Upon execution of all copies of this Amendment No. 9 to Contract No. [redacted] Task Order No. 5, please return the original and one copy to the undersigned and retain the remaining copy for your files.

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Very truly yours,

[redacted]
Contracting Officer

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ACKNOWLEDGED AND ACCEPTED

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BY [redacted]
TITLE [redacted]

DATE April 29, 1965

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REVISION NO. 3
TO THE
SCHEDULE

PART I - SCOPE OF WORK

a. The Contractor shall continue the research studies, investigations, development work and tests set forth in the SCHEDULE to Task Order No. 5 and Revisions Nos. 1 and 2 thereto, and shall perform the additional work and services provided for in this Revision No. 3 in accordance with its Proposal S-20,971 dated 15 March 1965.

b. The Contractor shall furnish in the performance of the work and services set forth in the SCHEDULE to Task Order No. 5 and Revisions Nos. 1 and 2 and in the performance of the additional work and services set forth in this Revision No. 3 to the SCHEDULE approximately man-months of professional scientific staff members' time and appropriate support time of technicians during the period 1 October 1960 to 30 June 1965. The Contractor shall also furnish the necessary materials, supplies, equipment, subcontracting and travel as contemplated in its proposals of 26 September 1960, 28 May 1962, 22 November 1963 and 15 March 1965 for performance of this Task Order No. 5.

PART II - ADJUSTMENT IN FIXED FEE

The following clause supersedes PART II in Revision No. 2 to the SCHEDULE to Task Order No. 5:

The fixed fee stated in Paragraph 3.b. of this Amendment No. 9 to Task Order No. 5 is based on the level of effort and other items set forth in Paragraph b. of PART I of this Revision No. 3 to the SCHEDULE. Upon completion of this Task Order, as amended, the Contractor will submit a statement of the total man-months of professional scientific staff members' time and other items furnished in the performance of this Task Order. In the event the level of effort worked and other items furnished are substantially more or less than those contemplated in Paragraph c. of PART I, above, the parties hereto will negotiate an equitable adjustment of the fixed fee for this Task Order. It is contemplated that such negotiation, if any, will be held within 60 days after submission of the above statement.

PART III and PART IV of the SCHEDULE remain unchanged.

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